

ALHAMBRA SCHOOL DISTRICT #68

NOTIFICATION OF RFP WEB PUBLISHING AND CONTENT MANAGEMENT SOLUTION RFP #S09-28-15

Due Date: Thursday, December 17, 2009 at 10:00 a.m. Local Time

The specifications for the Web Publishing and Content Management Solution RFP is now available at the Alhambra School District #68, Purchasing Department, 4510 N. 37th Ave., Phoenix, AZ 85019.

You may download this document from our website: www.alhambraesd.org

If you would like the bid package e-mailed or mailed to you, check the appropriate box provided below.

The bid package can also be picked up at the Purchasing Department located at the address listed above. Contact Barbara Moulder at (602) 336-2972 to pick up a copy of the bid package for your company.

THIS FORM MUST BE RETURNED TO PURCHASING INDICATING YOUR COMPANY'S INTENT REGARDING RFP.

In order to keep our records up to date, please advise us of any error in contact information or product category, in the space provided below. Additionally if you do not wish to bid at this time but would like to remain on our vendor list, indicate below and confirm with your signature. It is requested that all corrections and/or a "No Bid" be FAXED to the Purchasing Department.

FAXED AND E-MAILED BIDS WILL NOT BE ACCEPTED. All bids must be sealed in an envelope with the vendor name, bid name and number on the outside of the envelope.

NOTE: This is a RFP notification only. You must retrieve the document by using the instructions shown above or by contacting the Purchasing Department at the number shown below. RETURNING THIS FORM ONLY does not fulfill bid requirements unless responding with a "No Bid" as shown below.

Barbara Moulder
Purchasing Department
Phone (602) 336-2972
Fax (602) 336-2269
e-mail: purchasing@alhambra.k12.az.us

☐ E-Mail Address: _____
Please e-mail the bid package to the address above

☐ Please mail bid package to address listed below

☐ Check box if you plan to download document from our website

☐ No Bid, but would like to remain on Bidder's List

☐ Incorrect product category, please remove our company from this category.

Printed Name: _____

Signature: _____

Company: _____

Address: _____

City _____ State _____ Zip _____

Phone: _____

Fax: _____

**ALHAMBRA SCHOOL DISTRICT
NOTICE OF REQUEST FOR PROPOSAL
RFP #S09-28-15**

MATERIAL AND/OR SERVICE: **WEB PUBLISHING AND CONTENT MANAGEMENT SOLUTION**

DUE DATE: **December 17, 2009**

TIME: **10:00 a.m. Local Time**

Opening Location: Alhambra School District
 4510 N. 37th Ave.
 Phoenix, AZ 85019

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposal for the material or services specified will be received by the Alhambra School District, at the above specified location, until the time and date cited. Proposal received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office, please call Barbara Moulder at 602-336-2972.**

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered. The official time will be determined by the clock designated by the school district.

Proposals must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

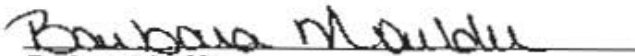

Barbara Moulder
602-336-2972
602-336-2269
barbaramoulder@alhambraesd.org

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DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this Proposal at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:
http://azsos.gov/public_services/Title_07/7-02.htm#Article_10

LR.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

UNIFORM INSTRUCTIONS TO OFFERORS

I. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. *"Contract"* means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Proposal and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. *"Contract Amendment"* means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- D. *"Contractor"* means any person who has a contract with the School District/Public Entity.
- E. *"Days"* means calendar days unless otherwise specified.
- F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. *"Offeror"* means a Offeror who responds to the solicitation.
- I. *"Procurement Officer"* means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- J. *"Responsible Offeror"* means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- K. *"Responsive Offeror"* means the Offeror who submits a Proposal that conforms in all material respects to this Request For Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.
- L. *"Solicitation"* means a Request for Proposal (RFP).
- M. *"Solicitation Amendment (or Addendum)"* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- N. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- O. *"School District/Public Entity"* means the School District/Public Entity that executes the contract.

II. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. A Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- II. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

III. Proposal Preparation

- A. Forms: No Facsimile or Electronically Submitted Proposals. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted Proposal shall be rejected.
- B. Typed or Ink: Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.

- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Identification of Taxes in Proposal. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Addenda/Amendments
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Statement of Scope of Work;
 5. Specifications;
 6. Attachments;
 7. Exhibits;
 8. Special Instructions to Offerors; and
 9. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

IV. Submission of Proposal

- A. Scaled Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Proposal Amendment or Withdrawal. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District/Public Entity. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District/Public Entity. If a Offeror believes that information in its Proposal should remain confidential, it shall stamp as confidential that information and submit a statement with its Proposal detailing the reasons that information should not be disclosed. The School District/Public Entity shall make a determination on whether the stamped information is confidential pursuant to the School District/Public Entity's Procurement Code.

- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

V. **Additional Proposal Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Proposal will be considered by the School District/Public Entity when evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Proposals. A Proposal submitted after the exact Proposal due date and exact time shall be rejected.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel a solicitation.

VI. **Award**

- A. Number or Types of Awards. Where applicable, the School District/Public Entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/Public Entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/Public Entity's interest, "all or none" Proposals shall be rejected.
- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District/Public Entity with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

- D. Final acceptance for each participating School District/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

VII. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative. A protest of a Solicitation shall be received by the District Representative before the Proposal due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

UNIFORM GENERAL TERMS AND CONDITIONS

I. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

II. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/Public Entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/Public Entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/Public Entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/Public Entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/Public Entity to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/Public Entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/Public Entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/Public Entity.

III. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/Public Entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District/Public Entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/Public Entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current LR.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

IV. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

V. **Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

VI. Warranties

- A. Licenses. The Contractor warrants that the materials supplied under this Contract are free of licenses.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 - 1. A quality to pass without objection in the trade under the Contract description;
 - 2. Fit for the intended purposes for which the materials or services are used;
 - 3. Within the variations permitted by the Contract and are of even kind, quality, and quantity within each unit and among all units;
 - 4. Adequately contained, packaged and marked as the Contract may require; and
 - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

VII. School District/Public Entity's Contractual Remedies

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause.

Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

VIII. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/Public Entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/Public Entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

IX. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-155 through R7-2-1181 and rules adopted there under.

X. Gift Policy

The Alhambra School District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. The Alhambra School District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

XI. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

XII. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

XIII. Contractor's Employment Eligibility

- A. By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
- B. The District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

- C. Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.

XIV. Terrorism Country Divestments

Per A.R.S. 35-392, the District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

XV. Scrutinized Business operations

- A. Per A.R.S. 35-391, the School District/Public Entity is prohibited from purchasing from a company with scrutinized business operations in Sudan.
- B. Per A.R.S. 35-393, the School District/Public Entity is prohibited from purchasing from a company with scrutinized business operations in Iran.

XVI. Fingerprint Checks

- A. If required to provide services on school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.
- B. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all Contractors, Subcontractors or Offerors and their employees for which fingerprints are submitted to the District. Contractor, Subcontractors, Offerors and their employees shall not provide services on school district properties until authorized by the District.
- C. Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

XVII. Clarifications

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

XVIII. Confidential/Proprietary Information

- A. Confidential information request: If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.
- B. Pricing: The District will not consider pricing to be confidential or proprietary.
- C. Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

SPECIAL TERMS AND CONDITIONS
RFP # S09-28-15

I. District Representative

In accordance with the "Uniform Instructions To Offerors," paragraph seven, the District Representative is Dr. Doug Virgil, Assistant Superintendent Business Services.

II. Purpose

The Alhambra School District is seeking options to redesign its current web site to a distributed web publishing and content management solution. The primary goals of the project include improving organizational communication with internal and external customers, improving content management, and streamlining district, schools', and teachers' web sites. The project will entail the creation of a new district web site, 16 individual school web pages, and a teacher web page template individualized for each school. District administrators, school staff, and teachers will maintain web pages. Primary consideration factors include professional appearance that is customized for the Alhambra School District, ease of navigation, and ease of updating/maintaining the site. Vendors meeting specifications must provide a demonstration of their web publishing and content management solution with the Alhambra School District; provide references of current K-12 education clients and samples of web site designs; and provide documentation of training and technical support provided by vendor.

III. Insurance

- A. Offeror agrees to maintain such insurance as will fully protect Offeror and the School District/Public Entity from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the School District/Public Entity for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the School District/Public Entity.
- B. Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Alhambra School District as an additional insured party.
- C. Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

IV. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

V. Safety

- A. Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
- B. All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

VI. Terms of Award

- A. The District reserves the right to award a contract, beginning January 22, 2010 and ending January 21, 2011. The District reserves the right to extend the contract for four additional one-year contracts ending January 21, 2015 providing services performed by the Offeror are satisfactory to the District, and funding is available.
- B. It is expected that Governing Board approval for this contract will be made January 21, 2010.

VII. Contract Award

A contract under this Proposal will be awarded to a single Offeror.

VIII. Award Basis

The successful Offeror will be determined by evaluation criteria including but not limited to pricing, or other incentives offered. The Alhambra School District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

IX. Evaluation

- A. Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.
- B. Proposal shall be submitted in the format contained in this Request for Proposal. This material must be in sequence and related to the RFP. This District will make no reimbursement for the cost of developing or presenting proposals in response to this RFP. Contractors are requested to keep the introduction portion of their proposal to no more than five (5) pages. The number of attachments and exhibits are unrestricted. Only information specifically related to this type of project will be evaluated.
- C. Evaluation criteria are listed below in their relative order of importance (Specific weighing may be used, but will not be required):
1. **Cost** – Initial, pro-rated implementation through June 30, 2010, with public launch of new site(s) scheduled for Spring 2010; and continued service, E-Ratable when/if appropriate, for subsequent fiscal years. Three separate cost breakdowns should be based on the three scenarios in item 2.
 2. **Implementation Flexibility** – Vendor-hosted CMS, client-hosted CMS with vendor-provided appliances, and/or client-hosted CMS with client-provided appliances.
 3. **Data Integration** – Ease and robustness of data integration for account creation and other administrative tasks through traditional means such as CSV import/export, as well as a proven track record with Lightweight Directory Access Protocol (LDAP), Open Directory Integration, SAML, etc.
 4. **Features & Functionality** – Ease of use for content creators and end users alike throughout a complete, well-rounded, and dynamic feature set that includes:
 - Flexible, hierarchical navigation
 - Flexible, hierarchical permissions
 - Flexible, hierarchical content approval
 - Flexible, customizable page templates
 - Preconfigured pages and sets of pages for classrooms, departments, teams, etc.
 - News and announcements
 - Calendars
 - Site search
 - User-specific login

- Document and file management
 - Blogging
 - Forums and/or message boards
 - A/V podcasting
 - Photo galleries
 - Flexible form creation, delivery notification or submission via email, and submission archiving
 - RSS and/or email subscription options
 - Email and/or SMS alerts and notifications
 - e-Commerce capabilities
 - Tracking of site traffic, usage, and other statistics
5. **Expertise** – K-12 focus, years of experience, state and regional presence (or commitment to developing one), etc.
6. **Certifications and Awards** – Relevant professional membership, recognitions, awards, certifications, etc.

X. Evaluation Schedule

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest scores may be interviewed to determine the best interests of the District. The following schedule is tentative.

RFP Released	November 25, 2009
RFP Due	December 17, 2009
RFP Evaluated	December 18, 2009
RFP Short List Notification	December 21, 2009
RFP Interviews (if necessary)	Week of January 4, 2010
RFP Best & Finals (if necessary)	Week of January 4, 2010
RFP Awarded	January 21, 2010
Notice of Award Letters	January 22, 2010

XI. Freight Charges

Freight charges should be indicated for each category. Examples:

- * Freight charges apply OR
- * No freight with orders over \$50 OR
- * FOB Destination

XII. Product Delivery

Any Proposal item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the Offeror immediately and replaced to the district's satisfaction at no additional charge, or issue full credit.

XIII. Guarantees By the Successful Offeror(s)

Offeror guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Offeror agrees to replace the item affected without cost to the District.

XIV. Inspection

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Offeror's risk and may be returned to Offeror. If so returned, the

cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Offeror.

XV. Offeror Responsibility

- A. The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.
- B. The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, who may be involved in providing services under this contract to determine the appropriateness of their working at a public school facility.
- C. The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Successful Offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.
- D. The successful Offeror must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Offerors responsibility to ensure continuation of service.
- E. The successful Offeror must provide adequate training for all contracted employees providing services under this contract.
- F. The successful Offeror must make employees aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

XVI. Offeror Required Contract/Agreement

If the Offeror will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject all or part of the agreement.

XVII. Delivery of Services

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications/scope of work on this contract.

XVIII. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

XIX. Billing

All billing notices must be sent to each District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the Alhambra School District will refer to the RFP number of this Proposal.

XX. Price Clause

- A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the Proposal.
- B. After initial contract term and prior to any contract renewal, the Alhambra School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The Offeror shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Alhambra School District.

XXI. Fuel Surcharges

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the District's Purchasing Division.

XXII. Brand Name or Equal

Any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict offers by other Offerors but are intended to approximate the quality design or performance which is desired. Any Proposal which proposes like quality, design or performance will be considered. If the description of the offer differs in any way, Offeror must provide complete detailed description of the proposed item(s) including pictures and literature where applicable.

XXIII. Descriptive Literature

All offers must include complete manufacturer's descriptive literature regarding the supplies they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.

XXIV. Deviations to Proposal

Any deviation from the general or special terms and conditions, specifications/scope of work, or instructions to Offerors shall be described fully and appended to the Deviation Form or on the Offeror's letterhead. Exceptions must be signed by authorized representative of the company. Such appendages shall be considered part of the Offeror's formal Proposal. For the absence of any statements of deviation or exception, the Proposal shall be accepted as in strict compliance with all terms and conditions.

SPECIFICATIONS/SCOPE OF WORK

RFP #S09-28-15

I. District Profile

The Alhambra School District encompasses 13 square miles within the City of Phoenix. The district educates nearly 14,500 students in preschool through eighth grade. This year, the district opened its first charter high school with a freshman class of 150 students. The high school will add one class per year until all four years are offered on site. Although 89 percent of students within the district live below the poverty level, Alhambra is a "rich" district, rich in ethnic and cultural diversity. Currently 45 percent of students are English language learners speaking 42 different languages. The Alhambra School District has 15 schools, 1 charter high school, a preschool center, and a Head Start preschool program. More information on the Alhambra School District is available on the district web site at www.alhambraesd.org.

II. Technical Considerations

The Alhambra School District maintains a Wide Area Network (WAN) connecting all district facilities to one hub that serves as a network Operating Center. The hub terminates at the District Office.

III. Product Information

For the purpose of this RFP, the Web publishing and content management system shall include all classes of products that are described in this RFP. The district is interested in vendor-hosted CMS, client-hosted CMS with vendor-provided appliances, and/or client-hosted CMS with client-provided appliances.

IV. Features and Functionality

Please indicate which of the following functions your product provides and describe the function in reasonable detail, indicating if separate drivers and/or software are required to enable these functions.

1. SYSTEM HOSTING

System Hosting	Available	Describe in Detail
1.1 The proposed system may be a hosted system external to the district and located on a secure web site or a system located on the district's site.	External Yes <input type="checkbox"/> No <input type="checkbox"/> Internal Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.2 The District shall retain ownership of all district data and shall have exclusive control over user access.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.3 The proposed system shall be accessible utilizing any Internet browser and be platform neutral.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.4 The proposed system will import Microsoft Word, Excel, PowerPoint, and Adobe PDF files.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

2. WEBSITE DESIGN /DEVELOPMENT/CONTENT MANAGEMENT

Website Design/Management	Available	Describe in Detail
2.1 The proposed system will contain sufficient page layout and publishing features to create visually compelling, dynamic web pages.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.2 The proposed system will provide the capability to customize the look, feel, and branding including the layout of web site navigation.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

2.3 The proposed system will provide page layout templates to promote a standard format across all web pages.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.4 The proposed system will allow multiple people to create and modify web pages.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.5 The proposed system will create all the component sections (navigation, editable regions, persistent regions, and dynamic content) for an interactive web site.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.6 The proposed system will support numerous web site member account subscriptions, which are maintainable by the System Administrator.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.7 The proposed system will be easy to use so that individuals with limited computer experience can create and modify web pages, including pages with dynamic content.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.8 The proposed system and web site editing features will be remotely accessible to authorized users.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.9 The proposed system will identify which users can view specific types of content on the web site.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.10 The proposed system will provide registered accesses and permissions controlled by the System Administrator.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

3. SYSTEM FEATURES

System Features	Available	Describe in Detail
3.1 The proposed system will provide for URL alias mapping (to create user-friendly URLs).	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.2 The proposed system will provide version control of web publishing and editing documents stored in the document repository.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.3 Users can be either active or inactive. Inactive users are maintained in the proposed system for audit and reporting purposes, but are unable to access or use the proposed system.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.4 The proposed system shall provide an online calendar that facilitates viewing and scheduling of events.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.5 The proposed system shall include the capability to send email notification of changes made to data and documents.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.6 The proposed system will use functional user roles to determine an individual's abilities within the system.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

3.7 The proposed system shall support and accept changes to web pages and documents in the content repository.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.8 The proposed system provides for the display of personalized content for registered users of the system (e.g., dynamic calendars, in-line RSS headline display).	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.9 The proposed system will include features such as podcasts, RSS, photo galleries, SMS, e-Commerce capabilities, and creation of online forms.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.10 The proposed system will offer tracking of site traffic, usage, and other stats.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

4. TRAINING AND SUPPORT

Training and Support	Available	Describe in Detail
4.1 The proposed system, if externally hosted, will include a SLA (Service Level Agreement) with a guaranteed level of service.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4.2 The SLA will include compensation for interruption of service.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4.3 The proposed system will include an in-depth on-line help system.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4.4 The proposed system shall include initial training for users and system administrator.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4.5 The proposed system shall provide 24/7 help desk support.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

5. SECURITY

Security	Available	Describe in detail
5.1 The proposed system will prevent unauthorized individuals from accessing the proposed system or its data.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.2 The proposed system will maintain access security on the section and web page to ensure specific content is only accessible to authorized users.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.3 The proposed system will route any published web pages through an approval chain maintained by the system administrator.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.4 The proposed system will accept complex passwords.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.5 In order to ensure zero downtime, the proposed system is well-equipped to survive power outages, natural disasters, and has redundant systems and an internal plan in place for recovery from a complete disaster.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

V. Pricing

A. Externally Hosted Solutions

Provide a complete and detailed pricing structure including initial set-up and training costs, annual maintenance, support/license fees (include a sample copy of the software license agreement and/or maintenance/upgrade agreement), and any other costs associated with the use of the system on an annual basis. Indicate if annual fees are fixed or subject to annual increases, and if so, what the increases have been for the last five years.

B. Locally Hosted Solutions

Provide a complete and detailed pricing structure including installation and configuration, training costs, purchasing and licensing of the software (include a sample copy of the software license agreement and/or maintenance/upgrade agreement), and annual maintenance and support fees.

C. Hardware/Software Requirements

Provide a list of required and recommended hardware and software for the operation of the system.

VI. Timeline

Provide an approximate timeline for the proposed project by breaking the development into stages and then list time ranges for each to be completed.

VII. References

Provide at least three comparable sized school districts whose web site was designed/created by your company and who is currently using the software offered in your proposal. Include any Arizona school districts, colleges, or other government agencies. References should be provided on the enclosed references form.

VENDOR QUESTIONNAIRE
RFP #S09-28-15

System Design: Does the proposed product offer multiple modules based on functional capabilities? Yes ☐ No ☐

If yes, list the software modules offered and attach a brief overview for each module.

Indicate any new modules under development.

Indicate when the current version of your software was released.

Indicate when the next version of your software is scheduled for general release.

Historically, how often have new versions of the software been released?

User Interface: Does your proposed product have a consistent user interface that is simple and intuitive to use?

Yes ☐ No ☐

If yes, please describe how the user interface is easy and intuitive to use.

NETWORKING AND SOFTWARE: FOR LOCALLY HOSTED SYSTEMS PROVIDE THE FOLLOWING:

The environment(s) operating system(s) your software will operate in.

The required and recommended hardware requirements for your software.

LOCAL SUPPORT REQUIREMENTS: IN ORDER TO REDUCE THE COSTS ASSOCIATED WITH DRIVER DEPLOYMENT, HELP DESK, AND PROPOSED SYSTEM ADMINISTRATION, ALHAMBRA ELEMENTARY SCHOOL DISTRICT REQUIRES A SYSTEM THAT REQUIRES A MINIMUM OF LOCAL TECHNICAL SUPPORT.

Are you able to comply with this requirement?

Yes ☐ No ☐

If yes, please describe the level of local support required. If you are unable to comply with the requirement, please state why and suggest an alternate arrangement:

Does your system require any software to be installed on the user's computer?

Yes ☐ No ☐

IF SO, DESCRIBE.

BANDWIDTH REQUIREMENT: PLEASE INDICATE THE NETWORK BANDWIDTH LOAD AFFECT OF EACH PRODUCT TYPE AND HOW IT IS CALCULATED.

ASP versus local hosting of system: The Alhambra Elementary School District is capable of hosting a proposed solution locally. Are you able to comply with this option?

Yes ☐ No ☐

If you are able to comply with this option, please describe the local hosting requirements.

If you are able to comply with this option, please describe the license vs. purchase options.

Security: Describe the proposed systems user authentication and password controls.

Describe the proposed systems ability to protect security of transmitted information.

Describe what technologies and techniques have been employed to ensure security of the application, OS, service (web service, etc.), and database level.

For externally hosted systems, will Alhambra Elementary School District's data be collocated or intermingled with other user's data on the same server? If so, describe processes utilized to prevent unauthorized disclosures.

Yes ☐ No ☐

Public and Private Web Site: Does the proposed system provide for a public and private web site?

If yes, describe how the public site is designed to supplement the district's existing web site.

Does the proposed system provide for alternative ways for users to access data on the public site for example RSS feeds?

Yes ☐ No ☐

If yes, describe.

Other Capabilities: Does the proposed system provide for use for other types of document content management (non-HTML documents)?

Yes ☐ No ☐

If yes, describe.

Does the proposed system provide for other community-centric functions, for example contact forms, surveys, customer relationship management, etc.?

Yes ☐ No ☐

If yes, describe.

REFERENCES
RFP #S09-28-15

Business/District/School: _____

Contact Person: _____ Contact Person's Title: _____

Phone # _____ Fax # _____

Size of district, if applicable: _____

Year implementation started: _____

Product utilized: _____

Business/District/School: _____

Contact Person: _____ Contact Person's Title: _____

Phone # _____ Fax # _____

Size of district, if applicable: _____

Year implementation started: _____

Product utilized: _____

Business/District/School: _____

Contact Person: _____ Contact Person's Title: _____

Phone # _____ Fax # _____

Size of district, if applicable: _____

Year implementation started: _____

Product utilized: _____

PROPOSAL SUBMITTALS

Each Offeror must supply one (1) original offer, marked with the company name and "ORIGINAL" on the cover in large easy-to-read letters and three (3) full copies of each proposal, each marked with the company name and sequentially numbered "COPY NO. 1", "COPY NO. 2", "COPY NO. 3", etc. on the cover in large easy-to-read letters.

Submit a letter of interest to include index tabs with Table of Contents.

Tab 1.	Qualifications of the Firm; Experience and Expertise
Tab 2.	Price/Cost Sheet (refer to page 23 – include pricing for all three options)
Tab 3.	Timeline (refer to page 23)
Tab 4.	Features & Functionality (page 20)
Tab 5.	Vendor Questionnaire (page 24)
Tab 6.	References (page 26)
Tab 7.	Forms: Proposal Cost Form (page 28) Proposal and Acceptance Form (page 29) Exceptions/Deviation Form (page 31) Confidentiality/Proprietary Information Form (page 32) Additional Materials (page 33) Acknowledgement of Addendums (page 34) Non-Collusion Affidavit (page 35) Drug Free Workplace (page 36) I.R.S. W-9 Form (page 37) Certificate of Insurance

PROPOSAL COST FORM
RFP #S09-28-15

I/We, the undersigned, propose to provide the service necessary for the specifications' scope of work.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies.

Name of Company

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

E-Mail Address

Mailing Address

City

State

Zip

PROPOSAL AND ACCEPTANCE
RFP # S09-28-15
OFFER

The Undersigned hereby Proposals and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Proposal.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Proposal, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name

Signature of Person Authorized to Sign Proposal

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-391, the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
7. In accordance with A.R.S. § 35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.

ACCEPTANCE

The Proposal is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Proposal as accepted by the School District/Public Entity.

This contract shall henceforth be referred to as Contract No. _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____, 20____

Authorized Signature

STATEMENT OF NO BID
RFP #S09-28-15

If you are not responding to this service/commodity, please complete and return *only* this form to the Alhambra School District, 4510 N. 37th Ave., Phoenix, AZ 85019 or fax it to the attention of the Purchasing Department 602-336-2269. (Please print or type, except signature)

Failure to respond may result in deletion of Offeror's name from the qualified Bidder's list for the Alhambra School District.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to your RFP #S09-28-15 for Web Publishing and Content Management Solution because of the following reasons:

Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

DEVIATIONS AND EXCEPTIONS
RFP #S09-28-15

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (mark one):

☐ No exceptions

☐ Exceptions taken (describe –attach additional pages if needed)

The Undersigned hereby acknowledges that there are *no deviations/exceptions* to this solicitation:

Firm

Authorized Signature

CONFIDENTIAL/PROPRIETARY SUBMITTALS
RFP #S09-28-15

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 19). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

Firm

Authorized Signature

ADDITIONAL MATERIALS SUBMITTED
RFP #S09-28-15

(Mark One):

- ☐ No additional materials have been included with this offer
- ☐ Additional Materials attached (describe —attach additional pages if needed)

Firm

Authorized Signature

ADDENDA ACKNOWLEDGMENT
RFP #S09-28-15

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within three days of the solicitation due date, will included a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete Offer response.

Please sign and date

ADDENDA NO. 1 Acknowledgement _____
Signature Date

ADDENDA NO. 2 Acknowledgement _____
Signature Date

ADDENDA NO. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature

State of Arizona)
County of) ss.

Page 35 of 37

DRUG-FREE WORKPLACE CERTIFICATION
RFP #S09-28-15

Preference must be given to Offerors submitting a certification with their bid certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE OFFERS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, An Offer received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie offers will be followed if none of the tied Offerors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifies the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid, a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this offer, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

OFFEROR'S SIGNATURE

Must be executed and returned with attached proposal at time of opening to be considered.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
Last account number(s), here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person	Date
-----------	--------------------------	------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and dealer exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part I instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses this in violation of federal law, the requester may be subject to civil and criminal penalties.

ALHAMBRA SCHOOL DISTRICT #68
4510 N. 37th Avenue
Phoenix, AZ 85019
(602) 336-2972

ADDENDUM NUMBER 1
RFP #S09-28-15

Date: December 11, 2009

Regarding: Web Publishing and Content Management Solution

The following questions have been submitted.

Q: Do you have a specific budget for this project?

A: At this time there is no specific budget. We will review and evaluate the submitted bids based on the specific requirements in the scope of work, work done for other school districts/references, and aesthetic designs of other sites designed by the vendors.

Q: Who developed the current site?

A: The District's current site was designed internally by staff in the technology department.

Q: Does the District maintain the current site?

A: Currently, the District's site is maintained by staff.

Q: Having built many education sites (including district sites, schools sites and universities) we suggest separating the project in two phases: 1) Requirements Analysis 2) Implementation – Separating it this way allows our team of experts and Alhambra School District to gain a high level understanding of all existing and future business requirements, user/audience requirements, branding and marketing requirements, and technical requirements before beginning any work on the project (therefore less expensive in the long run and scalable). Is this approach ok?

A: The project development is up to the individual company on how the project is completed. Once a vendor is selected, we will have committee meetings including the vendor to determine what the new site will include, and how it looks.

Q: On page 15 (Section II – Purpose) you mention there would be 16 school pages – Does that mean 16 individual school sites with unique design for each? If so how many pages are there in each school site?

A: The District will want 16 individual school sites linked to the District's site. Because most of our schools do not have school websites, we will meet with a committee as well as the selected vendor to determine the content of each school page.

Q: On page 15 (Section II – Purpose) you mention this project includes a teacher web page template. Does this mean teachers would create their own sites using the new Content Management System or will they create sites outside the system using the template?

A: The District, along with the selected vendor, would create a template for teachers to use, and teachers would upload their own information to the template within the content management system.

Q: On page 17 (Section IX – Evaluation) Under Features and Functionality you mention e-Commerce. Will the district sell products? Allow for parents to pay for fees or supplies online? Donations? Please expand as we have developed very simple e-Commerce applications or full-blown e-Commerce sites that can vary in scope and price.

A: At this point, the District does online tax credit donations; however, we would like to know the company's ability for other e-commerce for possible future use.

Q: Will the sites need to be in multiple languages (i.e. Spanish and English)?

A: At this time, the sites would be in English only. In the future, however, we want to know if the company has the capability to do an English/Spanish version.

ADDENDUM NUMBER 1 Con't
RFP #S09-28-15

- Q: On page 20 (Section IV – Features and Functionality) you mention the ability to “import” Word and other documents to the site. By “import” do you mean you can convert a document to a web page automatically or do you mean upload those documents for easy download by the different audiences?
- A: To upload documents for easy download by different audiences.
- Q: On page 21 (Section IV – Features and Functionality) you mention the ability to identify which users can view specific types of content on the Web site. By “users” do you mean public users or admin users? Will there need to be password protected sections of the public site for standard visitors?
- A: We mean both. At this time, parents do not have password protected sections; however, we would like to look at this in the future. We have a few online programs where parents visit to check grades; we'd eventually like to have these located within our site and may have parents login for specific information.
- Q: Similar as above: on Page 22 section 3.8 – Do public users create profiles to customize their experience on the site? How many users do you envision creating profiles for? How will you manage users? Do they request access and someone approves them? Or do they just register and start receiving personalized content?
- A: At this time, we do not have public users create profiles. In the future, we would like to investigate how we can allow teachers to log into webmail, go to Intranet from home, parents view online grades, etc. We're just wanting to know capabilities from vendors.

The balance of the specifications and quoting instructions will remain the same. Offerors to acknowledge receipt and acceptance of this addendum by signing, dating, and returning it with their response or prior to the bid/proposal opening date and time.

Barbara Moulder
Supervisor
Purchasing/Warehousing

Name of Company

Date

Signature of Person Authorized to Sign Offer

Printed Name & Title